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US DISTRICT COURT E.D.N.Y.
NOV 30 2017 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BROOKLYN OFFICE

JUDGMENT
14-CV- 7513 (ENV)

-----X
TEVON THOMAS, MATTHEW NELSON,
BILLY HIPPOLYTE, ALISHEA WALTERS,
GARY JEANTY, MILTON SEARS, DAVID
ALCINDOR, ALONZO SEALEY,
SHELDON NYACK, RAVIN COX, ZANDA
DEWAR, ALI KETTRLES, HERBY AIME,
JOBE LEEMOW, MARKOUS FRAY,
DWYTE PILGRIM, BRANDON THOMAS,
RYAN CLYNE, and LLOYD HENRY,

Plaintiffs,

-against-

THE CITY OF NEW YORK, JOEBIAN
ORTIZ, ALFREDO SKELTON, WILLIAM
RUSSO, PETER CARRETTA, and GARY
MARCUS,

Defendants.

-----X
Defendants having offered Plaintiff Ryan Clyne to take a judgment against the
City of New York in this action for the total sum of Five Thousand and One (\$5,001.00) Dollars,
plus reasonable attorneys' fees, expenses, and costs to the date of this offer for Plaintiff Ryan
Clyne's federal claims and Plaintiff Ryan Clyne having accepted said offer; it is

ORDERED and ADJUDGED that judgment is hereby entered pursuant to Rule 68
of the Federal Rules of Civil Procedure in favor of Plaintiff Ryan Clyne and against the City of
New York in the total sum of Five Thousand and One (\$5,001.00) Dollars, plus reasonable
attorneys' fees, expenses, and costs.

In accordance with the offer of judgment, this judgment is in full satisfaction of all

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federal and state law claims or rights that Plaintiff Ryan Clyne may have to damages, or any other form or relief, arising out of the alleged acts or omissions of Defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action; this judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by Defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that Plaintiffs have suffered any damages; this offer of judgment will act to release and discharge Defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by Plaintiff Ryan Clyne arising out of the facts and circumstances that are the subject of this action; Plaintiff Ryan Clyne waive rights to any claim for interest on the amount of the judgment and agrees that payment of Five Thousand and One (\$5,001.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless Plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part; If Plaintiff Ryan Clyne is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date Plaintiff submits to counsel for Defendants a final demand letter from Medicare; Plaintiff Ryan Clyne agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. §

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1395y(b) and 42 C.F.R. §§ 411.22 through 411.26 and Plaintiff Ryan Clyne further agrees to hold harmless Defendants and all pasts and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: Brooklyn, New York
November 30, 2017

Douglas C. Palmer
Clerk of Court

by: /s/ Jalitza Poveda
Deputy Clerk